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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
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9 GS HOLISTIC, LLC,

10 Plaintiff,

11 v.

12 L.D.B SHARABI LLC d/b/a
13 TUSTIN B SMOKE SHOP, and
14 JAMAL AL SHARABI
BAHAEDDIN
Defendant,

**COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES**

15
16 The Plaintiff, GS HOLISTIC, LLC (hereinafter referred to as “GS”), by and
17 through its undersigned counsel, hereby files this, its Complaint against the
18 Defendants, L.D.B SHARABI LLC d/b/a TUSTIN B SMOKE SHOP and JAMAL
19 AL SHARABI BAHAEDDIN (collectively, “Defendants”), and alleges, as follows:

20
21 **Jurisdictional Allegations**

22
23 1. This is a civil action against the Defendants for trademark infringement,
24 counterfeiting, and false designation of origin and unfair competition, under the
25 Lanham Act (15 U.S.C. § 1051 *et. seq.*).
26
27

2. This Court has subject matter jurisdiction over the claims in this action that relate to trademark infringement, counterfeiting, and false designation of origin and unfair competition pursuant to the provisions of 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a).

Venue

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) in that the Defendants reside in this district, the cause of action occurred in this district, and a substantial part of the events or omissions giving rise to these claims occurred in this judicial district, and Defendants have extensive contacts with this judicial district relating to GS's claims. Defendants conduct regular and systematic business transactions in this judicial district, including direct sales to consumers in this judicial district, which violate the intellectual property rights of GS.

Parties

4. GS HOLISTIC, LLC is a Delaware Limited Liability Corporation that has its principal place of business at 7162 Beverly Boulevard, #207, Los Angeles, California 90036. GS is the registered owner of the Stündenglass trademarks.

5. L.D.B SHARABI LLC d/b/a TUSTIN B SMOKE SHOP (hereinafter referred to as "TUSTIN B SMOKE SHOP") is a Limited Liability Company that was organized and existing under the laws of the State of California and has its principal place of business at 644 E 1st St. Tustin, CA 92780. JAMAL AL SHARABI

BAHAEDDIN owned and operated the TUSTIN B SMOKE SHOP at that location at the time of the infringing conduct. TUSTIN B SMOKE SHOP is a citizen of California.

6. JAMAL AL SHARABI BAHAEDDIN is domiciled in and a resident of Tustin, California, and is *sui juris*. JAMAL AL SHARABI BAHAEDDIN is a citizen of California and regularly conducts and solicits business in the State of California (including this Judicial District). JAMAL AL SHARABI BAHAEDDIN is the owner of, L.D.B SHARABI LLC d/b/a TUSTIN B SMOKE SHOP. JAMAL AL SHARABI BAHAEDDIN controlled and directed the activities, including the infringing activities, of Defendant L.D.B SHARABI LLC d/b/a TUSTIN B SMOKE SHOP.

Facts Common to All Counts

The History of The Stündenglass Brand.

7. Since 2020, GS has marketed and sold products using the well-known trademark “Stündenglass.” The Stündenglass branded products, such as Gravity Infusers and accessories related thereto, are widely recognized nationally and internationally. Indeed, the Stündenglass brand is one of the leading companies in the industry, known for high quality and innovation of products.

8. For approximately four years, GS has worked to distinguish the Stündenglass brand as the premier manufacturer of Gravity Infusers by emphasizing the brand's unwavering use of quality materials and focusing on scientific principles

which facilitate a superior infusing experience. Stündenglass branded products embody a painstaking attention to detail, which is evident in many facets of authentic Stündenglass branded products. It is precisely because of the unyielding quest for quality and unsurpassed innovation that Stündenglass branded products have a significant following and appreciation amongst consumers in the United States and internationally.

9. As a result of the continuous and extensive use of the trademark
10. “STÜNDENGLASS,” GS was granted both valid and subsisting federal statutory and
11 common law rights to the Stündenglass trademark.
12

13. 10. GS is the rightful owner of United States trademarks, which are
14 registered on the Principal Register. The following is a list of GS’s relevant federally
15 registered trademarks:
16

17. 18. a. U.S. Trademark Registration Number 6,633,884 for the standard
19 character mark “Stündenglass” in association with goods further identified in
20 registration in international class 011 .
21

22. 23. b. U.S. Trademark Registration Number 6,174,292 for the design
24 plus words mark “S” and its logo in association with goods further identified
25 in the registration in international class 034.
26

27. 28. c. U.S. Trademark Registration Number 6,174,291 for the standard

1 character mark “Stündenglass” in association with goods further identified in
2 registration in international class 034.

3
4 11. The above U.S. registrations are valid, subsisting and in full force and
5 effect. True and correct copies of the Trademark Registrations are attached hereto
6 and marked as Exhibit “A.” Hereinafter, GS utilizes the phrase “Stündenglass Marks”
7 to refer to, collectively, GS’s federally registered, above-listed trademarks.
8

9
10 **The Stündenglass Brand in the United States.**

11
12 12. GS has used the Stündenglass Marks in commerce throughout the
13 United States, continuously, since 2020, in connection with the manufacturing and
14 sale of Gravity Infusers and accessories.

15
16 13. The Stündenglass Marks are distinctive to both the consuming public
17 and the Plaintiff’s trade. GS’s Stündenglass branded products are made from
18 superior materials. The superiority of Stündenglass branded products is not only
19 readily apparent to consumers, but to industry professionals as well.

20
21 14. The Stündenglass Trademarks are exclusive to GS and appear clearly
22 on GS’s Stündenglass Products, as well as on the packaging and advertisements
23 related to the products. GS has expended substantial time, money, and other resources
24 in developing, advertising, and otherwise promoting and protecting these
25 Trademarks. As a result, products bearing GS’s Stündenglass Trademarks are widely
26
27

1 recognized and exclusively associated by consumers, the public, and the trade as
2 being high-quality products sourced from GS.

3
4 15. GS's Stündenglass Products have become some of the most popular of
5 their kind in the world and have also been the subject of extensive unsolicited
6 publicity resulting from their high-quality and innovative designs. Because of these
7 and other factors, the GS brand, the Stündenglass brand, and GS's Stündenglass
8 Trademarks are famous throughout the United States.

9
10 16. Since 2020, GS has worked to build significant goodwill in the
11 Stündenglass brand in the United States. GS has spent substantial time, money, and
12 effort in developing consumer recognition and awareness of the Stündenglass brand,
13 via point of purchase materials, displays, through their websites, attending industry
14 trade shows, and through social media promotion.

15
16 17. In fact, Stündenglass Products have been praised and recognized by
17 numerous online publications, as well as publications directed to the general public.

18
19 18. Due to the high quality of the brand and products, GS has collaborated
20 with numerous celebrities and companies to create collaborations for the
21 Stündenglass products.

22
23 19. GS sells its products under the Stündenglass Marks to authorized stores
24 in the United States, including in California. GS has authorized approximately 3,000

1 stores in the United States to sell its products. As such, Stündenglass branded
2 products reach a vast array of consumers throughout the country.

3
4 20. It is because of the recognized quality and innovation associated with
5 the Stündenglass Marks that consumers are willing to pay higher prices for genuine
6 Stündenglass products. For example, a Stündenglass brand Gravity Infuser is priced
7 at retail at \$599.95, while a counterfeit non-Stündenglass Gravity Infuser with the
8 fake Stündenglass mark is being sold for a range of \$199 to \$600.

9
10 21. It is exactly because of their higher sales value that Stündenglass
11 branded products are targeted by counterfeiters. The counterfeiters tarnish the
12 Stündenglass brand by unlawfully selling Gravity Infusers that have identical, or
13 nearly identical, versions of the Stündenglass Marks affixed to products that are made
14 with inferior or different materials, thereby leading to significant illegitimate profits
15 by JAMAL AL SHARABI BAHAEDDIN, such as the Defendants in the instant case.

16
17 22. In essence, the Defendants mislead consumers by selling in their stores
18 low grade products that take a free ride on the goodwill of the Stündenglass brand,
19 and in turn, the Defendants reap ill-begotten profits. The Defendants' offering for
20 sale of counterfeit Stündenglass products contributes to the complete flooding of the
21 marketplace with Stündenglass counterfeit products, which results in lost sales and
22 damages to GS and irreparable harm to the Stündenglass brand's image.

1 23. Moreover, GS offers a 10-year warranty on its products, and when the
2 counterfeit products break or need repair, innocent purchasers learn that they do not
3 have a warranty on the goods, tarnishing GS's public image.
4

5 24. The sale of the counterfeit products also cause harm to GS in that
6 legitimate store owners will not purchase authentic Stündenglass Gravity Infusers
7 when stores selling counterfeit products are selling products which appear to be
8 identical and at half the price which authentic products can be sold.
9

10 25. Unfortunately, the current U.S. marketplace is saturated with counterfeit
11 Stündenglass products – just like those JAMAL AL SHARABI BAHAEDDIN,
12 through his store, TUSTIN B SMOKE SHOP, is offering for sale. As such, GS has
13 been forced to scrupulously enforce its rights in order to protect the Stündenglass
14 Marks against infringement. By exercising its Enforcement Rights, GS has
15 proactively and successfully policed the unauthorized use of the Stündenglass Marks
16 and/or counterfeit Stündenglass branded products nationwide. GS has had to bear
17 great expense to seek out and investigate suspected counterfeiters in GS's attempt to
18 clean up the marketplace.
19

20 **Defendants' Counterfeiting and Infringing Activities**
21

22 26. The Defendants operate a retail smoke shop through which they sell
23 water pipes, cigarettes, electronic cigarettes, vaporizers, tobacco, and other smoking
24

1 related devices.

2 27. The Defendants have offered for sale counterfeit Stündenglass products
3 with the Stündenglass trademark and without the consent of GS. In fact, they have
4 offered counterfeit Gravity Infusers bearing imitations of the Stündenglass
5 Trademarks that were not made or authorized by GS. These are hereinafter the
6 “Counterfeit Goods.”

7 28. Nevertheless, the Defendants have offered for sale in commerce the
8 Counterfeit Goods, specifically, the Defendants have offered for sale reproductions,
9 counterfeits, copies and/or colorable imitations of one or more of the Stündenglass
10 Marks (hereinafter the “Infringing Marks”), detailed above.

11 29. The Defendants have, without the consent of GS, offered for sale in their
12 store, the Counterfeit Goods bearing the Infringing Marks, bearing the likeness of the
13 Stündenglass Trademarks in the United States.

14 30. The marks affixed to the Counterfeit Goods that the Defendants have
15 offered for sale are spurious marks which are identical with, or substantially
16 indistinguishable from, the Stündenglass Trademarks. The marks on the Counterfeit
17 Goods are in fact counterfeit marks as defined in 15 U.S.C. § 1116(d).

18 31. Moreover, the products upon which the Counterfeit Marks are affixed
19 are almost identical to authentic products, so the offering for sale of the almost
20

1 identical products with indistinguishable marks causes confusion in the marketplace
2 among consumers.

3 32. In the ongoing investigation into the sales of counterfeit products
4 bearing the fake Stündenglass Marks, TUSTIN B SMOKE SHOP offered for sale
5 Counterfeit Goods.

6 33. Specifically, on August 8, 2022, GS's investigator attended TUSTIN B
7 SMOKE SHOP's location, which was open to the public, and observed that it had an
8 excess of/a Gravity Infuser(s) which appeared to display each of the Stündenglass
9 Marks. The investigator purchased a Gravity Infuser with the Stündenglass Marks
10 affixed to it, from TUSTIN B SMOKE SHOP, for a cost of \$402.02, charged to the
11 account of GS's investigator. Upon physical inspection by GS' investigator, the
12 product was found to be a counterfeit product in that it displayed the Infringing
13 Marks.

14 34. Attached hereto as Exhibit "B" are the photographic examples of the
15 Defendants use of the Infringing Marks, taken from the Counterfeit Good. As seen
16 in the pictures, the Counterfeit Good contained all three of GS's marks on it: U.S.
17 Trademark Registration Number 6,633,884; U.S. Trademark Registration Number
18 6,174,292; and U.S. Trademark Registration Number 6,174,291. The Defendants use
19 of the Counterfeit Marks is substantially indistinguishable, if not identical, to GS's
20 Marks.

1 35. JAMAL AL SHARABI BAHAEEDIN authorized, directed, and/or
2 participated in TUSTIN B SMOKE SHOP's offer for sale, in commerce, of the
3 Counterfeit Goods. JAMAL AL SHARABI BAHAEEDIN's acts were a moving,
4 active, and conscious force behind TUSTIN B SMOKE SHOP's infringement of the
5 Stündenglass Trademarks.

6
7 36. The Defendants' use of the counterfeit Stündenglass Trademarks began
8 after the registration of the Stündenglass Trademarks. Neither GS, nor any of its
9 authorized agents, have consented to the Defendants' use of the Stündenglass
10 Trademarks, or any use of reproductions, counterfeits, copies and/or colorable
11 imitations thereof.

12
13 37. The unauthorized offering for sale by TUSTIN B SMOKE SHOP, under
14 the authority, direction and/or participation of JAMAL AL SHARABI
15 BAHAEEDIN, of the Counterfeit Goods was an unlawful act in violation of the
16 Lanham Act, 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a).

17
18 38. The offer for sale by the Defendants of the Counterfeit Goods bearing
19 the Infringing Marks has caused GS to suffer losses and is likely to cause damage to
20 the goodwill and reputation associated with the Stündenglass Trademarks, which are
21 owned by GS.

22
23 39. TUSTIN B SMOKE SHOP's use of the Stündenglass Marks includes

1 displaying to offer for sale unauthorized copies of Counterfeit Stündenglass branded
2 products. TUSTIN B SMOKE SHOP's offering to sell the Stündenglass counterfeit
3 products, bearing the Infringing Marks in this manner, was, and is, likely to cause
4 confusion or to cause mistake and/or deceive consumers who purchase the
5 Counterfeit Goods.

7
8 40. TUSTIN B SMOKE SHOP used images and names identical to or
9 confusingly similar to the Stündenglass Marks, to confuse customers and aid in the
10 promotion and sales of Counterfeit Goods under the Infringing Marks. The
11 Infringing Marks affixed to the Counterfeit Goods that TUSTIN B SMOKE SHOP
12 has offered for sale are confusingly identical or similar to the Stündenglass Marks
13 that GS affixes to its Gravity Infusers. The Counterfeit Goods and GS's goods are
14 both gravity infusers, and marks identical or confusingly similar to the Stündenglass
15 marks appear on the Infringing Goods.
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17

18 41. The Defendants' Infringing Goods travel in identical channels of trade
19 and are sold to identical consumers as Stündenglass genuine goods.
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42. The Gravity Infusers that TUSTIN B SMOKE SHOP sells and offers
22 for sale under the Infringing Marks are made of substantially inferior and/or different
23 materials as compared to genuine Stündenglass brand products.
24
25

43. TUSTIN B SMOKE SHOP has offered for sale its water pipes under the
26 Infringing Marks through its retail convenience store.
27
28

1 44. TUSTIN B SMOKE SHOP and JAMAL AL SHARABI
2 BAHAEDDIN's infringing acts as alleged herein have caused and are likely to cause
3 confusion, mistake, and deception among the relevant consuming public as to the
4 source or origin of the Counterfeit Goods sold by TUSTIN B SMOKE SHOP, and
5 are likely to deceive, and have deceived, the relevant consuming public into
6 mistakenly believing that the Counterfeit Goods sold by TUSTIN B SMOKE SHOP
7 originate from, and are associated or affiliated with, or otherwise authorized by GS.
8

9
10 45. L.D.B. SHARABI LLC d/b/a TUSTIN B SMOKESHOP and JAMAL
11 AL SHARABI BAHAEDDIN's acts are willful with the deliberate intent to trade on
12 the goodwill of the Stündenglass Marks, cause confusion and deception in the
13 marketplace, and divert potential sales of the Plaintiff's Gravity Infusers to L.D.B.
14 SHARABI LLC. The Defendants, as merchants of tobacco shop goods, are held to
15 the standard of having specialized knowledge in the tobacco shop industry. The
16 Defendants, as merchants, have failed to conduct any reasonable inquiry into the
17 authenticity of the goods sold by their shop and have acted with at least willful
18 blindness as to GS intellectual property rights in the Stündenglass Marks. Here, the
19 Defendants sold a counterfeit product purporting to be a black Stündenglass Gravity
20 Infuser for \$385.00 (\$400.02 after service fees) whereas an authentic Stündenglass
21 product retails at \$599.95. Additionally, the Plaintiff has stated on its website that
22 this authentication sticker is used to both register the product's 10-year warranty with
23
24
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1 GS in addition to assisting with verification of the authenticity of GS Stündenglass
2 Gravity Infusers.

3 46. TUSTIN B SMOKE SHOP and JAMAL AL SHARABI
4 BAHAEDDIN's acts have caused damage an immediate irreparable harm to GS, the
5 Stündenglass Marks, and to its valuable reputation and goodwill with the consuming
6 public for which GS has no adequate remedy at law.
7
8

9 47. As a proximate result of the unfair advantage accruing to JAMAL AL
10 SHARABI BAHAEDDIN and TUSTIN B SMOKE SHOP's business from
11 deceptively trading on GS's advertising, sales, and consumer recognition, JAMAL
12 AL SHARABI BAHAEDDIN and TUSTIN B SMOKE SHOP have made profits and
13 gains to which they are not in law or equity entitled.
14
15

16 48. The injuries and damages sustained by GS has been directly and
17 proximately caused by TUSTIN B SMOKE SHOP and JAMAL AL SHARABI
18 BAHAEDDIN's offers for sale of their goods bearing infringements or counterfeits
19 of the Stündenglass Marks.
20
21

22 49. Through such business activities, JAMAL AL SHARABI
23 BAHAEDDIN and TUSTIN B SMOKE SHOP purposefully derived direct benefits
24 from their interstate commerce activities by targeting foreseeable purchasers in the
25 State of California, and in doing so, have knowingly harmed GS.
26
27

1 50. Furthermore, the sale and distribution of Counterfeit Goods by TUSTIN
2 B SMOKE SHOP has infringed upon the above-identified federally registered
3 trademarks.

4
5 51. The spurious marks or designations used by TUSTIN B SMOKE SHOP
6 in interstate commerce are identical with, or substantially indistinguishable from, the
7 Stündenglass Marks on goods covered by the Stündenglass Marks. Such use
8 therefore creates a false affiliation between TUSTIN B SMOKE SHOP, GS, and the
9 Stündenglass Marks.

10
11
12 52. Due to the actions of JAMAL AL SHARABI BAHAEDDIN and
13 TUSTIN B SMOKE SHOP, GS has been forced to retain the undersigned counsel
14 and pay the costs of bringing an action forward. JAMAL AL SHARABI
15 BAHAEDDIN and TUSTIN B SMOKE SHOP should be responsible for paying
16 GS's reasonable costs of the action.

17
18
19 53. JAMAL AL SHARABI BAHAEDDIN and TUSTIN B SMOKE
20 SHOP's acts have damaged, and will continue to damage GS, and GS has no adequate
21 remedy at law.

22
23
24 54. Moreover, TUSTIN B SMOKE SHOP and JAMAL AL SHARABI
25 BAHAEDDIN's wrongful acts will continue unless enjoined by the Court.
26 Accordingly, JAMAL AL SHARABI BAHAEDDIN and TUSTIN B SMOKE SHOP

1 must be restrained and enjoined from any further counterfeiting or infringement of
2 the Stündenglass Marks.

3
4 **Count One**

5 **Federal Trademark Counterfeiting and Infringement, 15 U.S.C. § 1114**

6 55. The Plaintiff avers Paragraphs 1 through 54, which are stated above and
7 incorporate the allegations therein, as though they are fully restated in this Count by
8 reference.

9 56. GS owns the federally registered Stündenglass Trademarks, as set forth
10 in more detail in the foregoing paragraphs.

11 57. The Defendants, without authorization from GS, have used in commerce
12 a spurious designation that is identical with, or substantially indistinguishable from,
13 the Stündenglass Trademarks on the same goods covered by the Stündenglass
14 Trademarks.

15 58. The Defendants' unauthorized use of counterfeit marks of the registered
16 Stündenglass Trademarks on and in connection with the Defendants' offer for sale in
17 commerce is likely to cause confusion or mistake in the minds of the public.

18 59. The Defendants' conduct as alleged herein is willful and intended to
19 cause confusion, mistake, or deception as to the affiliation, connection, or association
20 of the Defendants, with GS or the Stündenglass Trademarks.

60. The Defendants' acts constitute willful trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

61. The Defendants' actions constitute the use by the Defendants of one or more "counterfeit mark(s)" as defined in 15 U.S.C. § 1116(d)(1)(B).

62. The Defendants' use in commerce of the counterfeit Stündenglass Trademarks has resulted in lost profits and business to GS, which are difficult to determine. The Defendants have also, by selling counterfeit Stündenglass products, caused considerable damage to the goodwill of the Stündenglass Trademarks, and diminished the brand recognition of the Stündenglass Trademarks by introducing counterfeit products into the marketplace.

63. By reason of the foregoing, the Plaintiff is entitled to, among other relief, injunctive relief, an award of statutory damages, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

Count Two
Federal False Designation of Origin 15 U.S.C. § 1125(a)

64. The Plaintiff avers Paragraphs 1 through 54, which are stated above and incorporate the allegations therein, as though they are fully restated and incorporated in this Count by reference.

1 65. GS owns the federally registered Stündenglass Trademarks, as set forth
2 in more detail in the foregoing paragraphs.

3 66. The Defendants, without authorization from GS, have used in commerce
4 spurious designations that are identical with, or substantially indistinguishable from,
5 the Stündenglass Trademarks on the same goods covered by the Stündenglass
6 Trademarks.

7 67. The Defendants' unauthorized use of counterfeit marks of the registered
8 Stündenglass Trademarks on and in connection with the Defendants' offers for sale
9 in commerce is likely to cause confusion or mistake in the minds of the public.

10 68. The Defendants' unauthorized use in commerce of the Stündenglass
11 Trademarks as alleged herein constitutes use of a false designation of origin and
12 misleading description and representation of fact in violation of Section 43(a) of the
13 Lanham Act, 15 U.S.C. § 1125(a).

14 69. The Defendants' conduct as alleged herein is willful and is intended to,
15 and is likely to, cause confusion, mistake, or deception as to the affiliation,
16 connection, or association of the Defendants, with GS or the Stündenglass
17 Trademarks.

18 70. The Defendants' conduct as alleged herein is causing immediate and
19 irreparable harm and injury to GS, and to the goodwill and reputation of the

1 Stündenglass Trademarks. Moreover, it will continue to cause damage to GS and
2 confuse the public unless enjoined by this Court.

3 71. GS has no adequate remedy at law.

4
5 72. By reason of the foregoing, the Plaintiff is entitled to, among other
6 relief, injunctive relief, an award of statutory damages, and costs of the action under
7 Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with
8 prejudgment and post-judgment interest.
9

10
11 **PRAYER FOR RELIEF**
12

13 WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests the
14 following relief against the Defendants, as follows:
15

16 1. With regard to Plaintiff's Count I for trademark infringement:

17
18 a. Statutory damages under 15 U.S.C. § 1117(c);
19

20 b. Costs of suit; and
21

22 c. Joint and several liability for JAMAL AL SHARABI
23 BAHAEDDIN, and other officers, and directors, for the knowing
24 participation in the counterfeiting activities of L.D.B SHARABI
25 LLC.
26
27

1 2. With regard to Plaintiff's Count II for false designation and unfair
2 competition:

- 3 a. Disgorgement of profits under 15 U.S.C. § 1117(a);
4 b. Treble damages under 15 U.S.C. § 1117(b);
5 c. Costs of suit; and
6 d. Joint and several liability for JAMAL AL SHARABI BAHAEIDDIN,
7 and other officers, and directors, for the knowing participation in the
8 counterfeiting activities of L.D.B SHARABI LLC.

9
10 3. Preliminarily and permanently enjoining L.D.B SHARABI LLC and its
11 agents, employees, officers, directors, owners, representatives, successor companies,
12 related companies, and all persons acting in concert or participation with it from:
13

- 14 a. The import, export, making, manufacture, reproduction, assembly,
15 use, acquisition, purchase, offer, sale, transfer, brokerage,
16 consignment, distribution, storage, shipment licensing, development,
17 display, delivery, marketing, advertising or promotion of the
18 counterfeit Stündenglass product identified in the Complaint and any
19 other unauthorized Stündenglass product, counterfeit, copy or
20 colorful imitation thereof;

1 4. Pursuant to 15 U.S.C. § 1116(a), directing L.D.B SHARABI LLC to file
2 with the Court and serve on the Plaintiff's within thirty (30) days after issuance of an
3 injunction, a report in writing and under oath setting forth in detail the manner and
4 form in which L.D.B SHARABI LLC has complied with the injunction;
5

6 5. For an order from the Court requiring that the Defendants provide
7 complete accountings and for equitable relief, including that the Defendants disgorge
8 and return or pay their ill-gotten gains obtained from the illegal transactions entered
9 into and/or pay restitution, including the amount of monies that should have been
10 paid if the Defendants had complied with their legal obligations, or as equity requires;
11

12 6. For an order from the Court that an asset freeze or constructive trust be
13 imposed on all monies and profits in the L.D.B SHARABI LLC's possession, which
14 rightfully belong to the Plaintiff;

15 7. Pursuant to 15 U.S.C. § 1118 requiring that the Defendants and all
16 others acting under the Defendants' authority, at its cost, be required to deliver up to
17 the Plaintiff for destruction all products, accessories, labels, signs, prints, packages,
18 wrappers, receptacles, advertisements, and other material in their possession, custody
19 or control bearing any of the Stündenglass Trademarks.

20 8. For any other and further relief as the Court may deem just and
21 equitable.
22

1
2 **Demand for Jury Trial**
3

4
5 The Plaintiff demands a Jury Trial on all issues so triable.
6

7 Date: June 7, 2024
8

9 Respectfully submitted,
10

11 */s/ Tomas Carlos Leon.*
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19

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